

RECORDING REQUESTED BY AND  
WHEN RECORDED PLEASE RETURN TO:

Sun Edison LLC  
Attn: Assistant General Counsel – Real Estate  
44 Montgomery Street, Suite 2200  
San Francisco, CA 94104

ENT# 257012 Bk# 494 Pg 371  
Date: 11-Sep-2015 10:37 AM  
Fee: \$26.00 ACH  
Filed By: JK  
CINDY PETERSON, RECORDER  
BEAVER COUNTY CORPORATION  
For: METRO NATIONAL TITLE  
Recorded Electronically by Simplifile

MNT-44449

Tax ID: 02-0025-0002

#### ASSIGNMENT AND ASSUMPTION OF ACCESS AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF ACCESS AGREEMENT (this “*Assignment*”) is made and entered into as of this 8<sup>th</sup> day of September, 2015 by and between REUT Origination LLC, a Delaware limited liability company (“*Assignor*”) and SunE DB24, LLC, a Delaware limited liability company (“*Assignee*”).

#### RECITALS

A. Assignor is the Grantee under that certain Access Agreement by and between Assignor and Murphy-Brown LLC dated August 3, 2015 (“*Access Agreement*”), a memorandum of which was recorded on August 19, 2015 in the official records of Beaver County, Utah as Document No. 256876 at Book 493, page 797 and attached hereto as Exhibit A containing the legal description for the encumbered parcel.

B. The parties are executing and recording this Assignment so that third parties shall have notice of Assignee’s right, title and interest and obligations in, to and under the Access Agreement.

#### AGREEMENT

NOW, THEREFORE, in consideration of the Assignment Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns and conveys to Assignee, its successors and assigns, all of Assignor’s right, title and interest in, to and under the Access Agreement.
2. Assumption. Assignee hereby accepts the foregoing assignment and, in consideration thereof, Assignee hereby covenants and agrees that, Assignee shall assume, observe, perform, fulfill and be bound by all terms, covenants, conditions and obligations of the Access Agreement that arise on or after the Effective Date.
3. Successors and Assigns. The terms and conditions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

**ASSIGNOR:**

REUT Origination, LLC  
a Delaware limited liability company

By: [Signature]  
Name: Shana Margolis Goldberg  
Title: Asst Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco

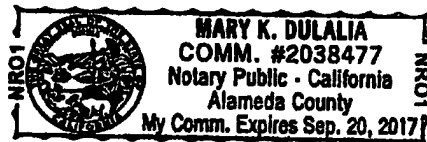
On September 8, 2015 before me Mary K Dulalia, Notary Public personally appeared Shana Margolis Goldberg

\_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Mary K Dulalia  
Notary Public



(seal)

**ASSIGNEE:**

SunE DB24, LLC  
a Delaware limited liability company

By: [Signature]  
Name: Shana Margolis Goldberg  
Title: Asst Secretary

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State of California  
County of San Francisco

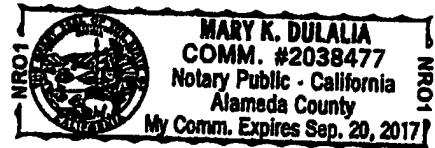
On September 8, 2015 before me Mary K Dulalia, Notary Public  
personally appeared Shana Margolis Goldberg

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public



(seal)

**Exhibit A**

**Recorded Copy of the Access Agreement**

**[attached]**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

REUT Origination LLC  
c/o SunEdison  
Attn: Assistant General Counsel – Real Estate  
44 Montgomery Street, Suite 2200  
San Francisco, CA 94104

ENT# 256876 Bk# 493 Pg 797  
Date: 19-Aug-2015 10:47 AM  
Fee: \$18.00 ACH  
Filed By: CP  
CINDY PETERSON, RECORDER  
BEAVER COUNTY CORPORATION  
For: METRO NATIONAL TITLE  
Recorded Electronically by Simplifile

MNT-44649

(Space Above For Recorder's Use)

APN: 02-0025-0002

Project Name: SunEdison Milford Project

### ACCESS AGREEMENT

For value received, MURPHY-BROWN LLC, a Delaware limited liability company doing business in Utah as CIRCLE FOUR FARMS (“Grantor”), hereby grants and conveys to REUT ORIGINATION, LLC, a Delaware limited liability company, its successors and assigns, (“Grantee”), nonexclusive rights of ingress and egress (the “Access Easement”) over the surface of the real property of Grantor in Beaver County, State of Utah, as generally depicted and as more particularly described on Exhibit A attached hereto (collectively, the “Access Roadway”).

Grantee's use of the Access Roadway shall be limited to ingress and egress of motor vehicles and construction equipment necessary to construct, operate and maintain a solar powered generating facility and associated facilities, including power lines. No power lines, transmission lines or any other structures shall be constructed within the confines of the Access Roadway. Grantee shall have the right to construct, upgrade and maintain the Access Roadway as deemed necessary to facilitate Grantee's use of the Access Roadway for the purposes set forth herein.

The Access Roadway may be used by Grantor for purposes not inconsistent, as determined by Grantee, with the purposes for which the Access Easement has been granted.

Grantee may assign this Access Easement to one or more assignees at any time without the need for Grantor's consent. The assignor under any such assignment hereunder shall be released from obligations and liabilities accruing after the date of such obligations and liabilities are assumed by the assignee.

The nonexclusive rights of ingress and egress granted under the Access Easement shall be conditioned upon the continued use and operation of a solar powered generated facility and its associated facilities, including power lines. If the solar power generating facility or the associated lease upon which the facility is located terminates, the Grantee's right of exclusive ingress and egress over the Access Easement shall terminate.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this 3<sup>RD</sup> day of August 2015.

**GRANTOR:**

MURPHY-BROWN LLC,  
a Delaware limited liability company

By: Dwight Potter  
Name: Dwight D. Potter  
Its: General Manager

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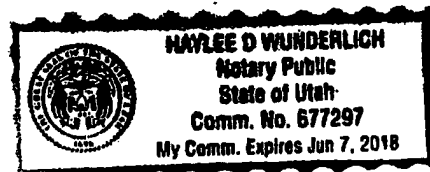
State of Utah  
County of Beaver

On August 3<sup>rd</sup>, 2015 before me Haylee Wunderlich Notary Public personally appeared Dwight Potter, who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Haylee Wunderlich  
Notary Public



(seal)

**GRANTEE:**

REUT ORIGINATION LLC, a  
Delaware limited liability company

By: [Signature]  
Name: Christopher R. Maratas  
Its: Assistant Secretary

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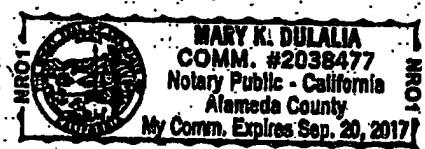
State of California  
County of San Francisco

On August 3, 2015 before me Mary K Dulalia, Notary Public personally appeared Christopher R. Maratas, who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Mary K Dulalia  
Notary Public



(seal)

**Exhibit A**

**Legal Description and General Depiction of the Access Roadway**

**ACCESS ROAD DESCRIPTION**

A 15.00 FT. WIDE ACCESS ROAD, BEING 7.50 FT ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

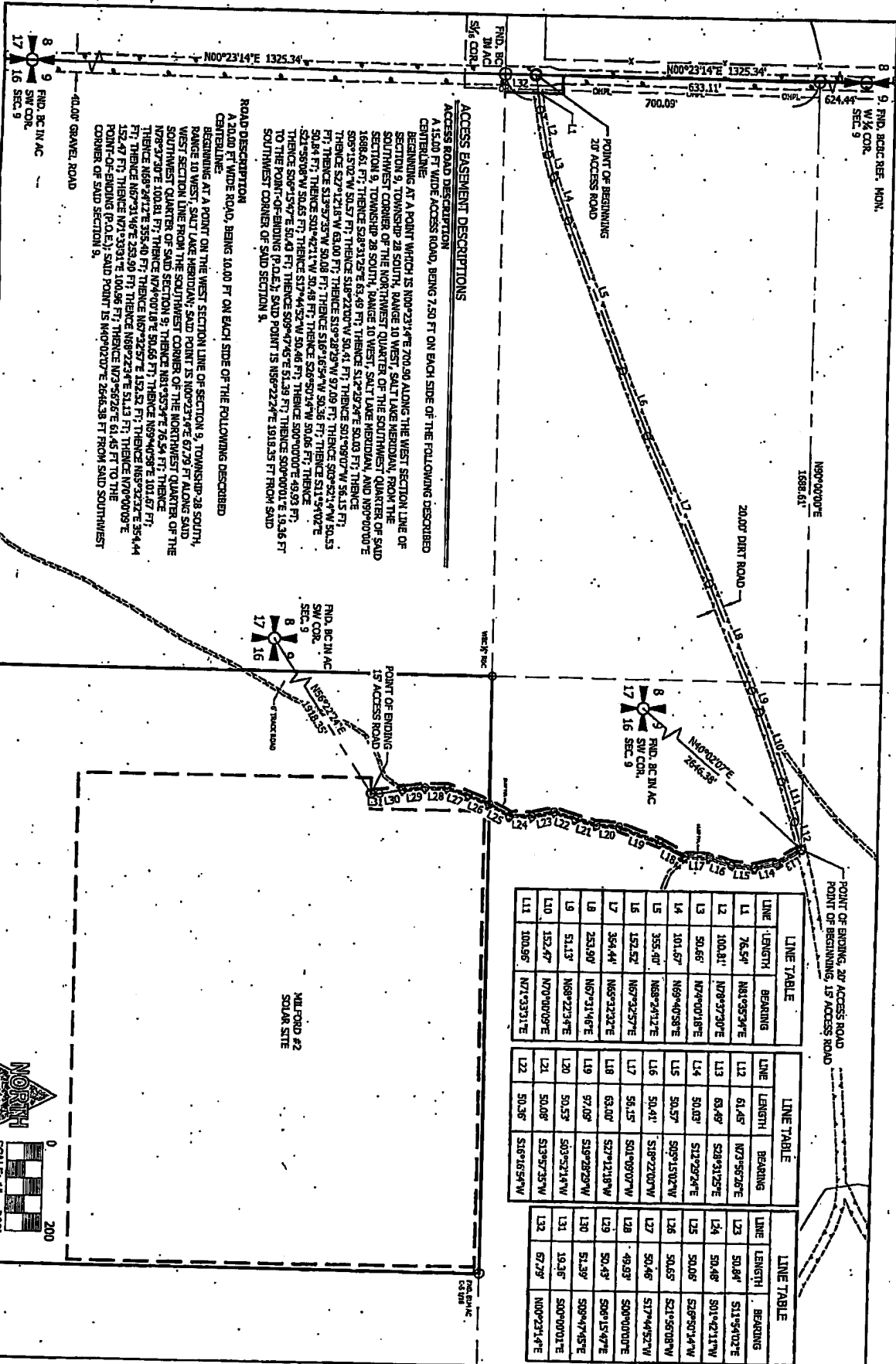
BEGINNING AT A POINT WHICH IS N00°23'14"E 700.90 ALONG THE WEST SECTION LINE OF SECTION 9, TOWNSHIP 28 SOUTH, RANGE 10 WEST, SALT LAKE MERIDIAN, FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9, TOWNSHIP 28 SOUTH, RANGE 10 WEST, SALT LAKE MERIDIAN, AND N90°00'00"E 1688.61 FT; THENCE S28°31'25"E 63.49 FT; THENCE S12°29'24"E 50.03 FT; THENCE S05°15'02"W 50.57 FT; THENCE S18°22'00"W 50.41 FT; THENCE S01°09'07"W 56.15 FT; THENCE S27°12'18"W 63.00 FT; THENCE S19°28'29"W 97.09 FT; THENCE S03°52'14"W 50.53 FT; THENCE S13°57'35"W 50.08 FT; THENCE S16°16'54"W 50.36 FT; THENCE S11°54'02"E 50.84 FT; THENCE S01°42'11"W 50.48 FT; THENCE S26°50'14"W 50.06 FT; THENCE S21°56'08"W 50.65 FT; THENCE S17°44'52"W 50.46 FT; THENCE S00°00'00"E 49.93 FT; THENCE S06°15'47"E 50.43 FT; THENCE S09°47'45"E 51.39 FT; THENCE S00°00'01"E 19.36 FT TO THE POINT-OF-ENDING (P.O.E.); SAID POINT IS N56°22'24"E 1918.35 FT FROM SAID SOUTHWEST CORNER OF SAID SECTION 9.

**ROAD DESCRIPTION**

A 20.00 FT WIDE ROAD, BEING 10.00 FT ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE WEST SECTION LINE OF SECTION 9, TOWNSHIP 28 SOUTH, RANGE 10 WEST, SALT LAKE MERIDIAN; SAID POINT IS N00°23'14"E 67.79 FT ALONG SAID WEST SECTION LINE FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE N81°35'34"E 76.54 FT; THENCE N78°37'30"E 100.81 FT; THENCE N74°00'18"E 50.66 FT; THENCE N69°40'58"E 101.67 FT; THENCE N68°24'12"E 355.40 FT; THENCE N67°32'57"E 152.52 FT; THENCE N65°32'32"E 354.44 FT; THENCE N67°31'46"E 253.90 FT; THENCE N68°22'34"E 51.13 FT; THENCE N70°00'09"E 152.47 FT; THENCE N71°33'31"E 100.96 FT; THENCE N73°56'26"E 61.45 FT TO THE POINT-OF-ENDING (P.O.E.); SAID POINT IS N40°02'07"E 2646.38 FT FROM SAID SOUTHWEST CORNER OF SAID SECTION 9.





**ACCESS EASEMENT DESCRIPTIONS**

**ACCESS ROAD DESCRIPTION**  
 A 150.0 FT WIDE ACCESS ROAD, BEING 7.50 FT ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:  
 BEGINNING AT A POINT WHICH IS N00°23'14"E 700.50 ALONG THE WEST SECTION LINE OF SECTION 9, TOWNSHIP 28 SOUTH, RANGE 10 WEST, SALT LAKE MERIDIAN, FROM THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 9, TOWNSHIP 28 SOUTH, RANGE 10 WEST, SALT LAKE MERIDIAN, AND N90°00'00"E 1686.61 FT, THENCE S89°51'29"E 83.49 FT, THENCE S12°29'27"E SLODS FT, THENCE S00°15'01"E 150.00 FT, THENCE S18°22'00"W 50.41 FT, THENCE S01°09'07"W 58.15 FT, THENCE S15°22'30"W 50.00 FT, THENCE S18°29'29"W 97.09 FT, THENCE S03°52'14"W 50.53 FT, THENCE S12°54'02"E 50.84 FT, THENCE S04°41'52"W 50.48 FT, THENCE S06°50'14"W 50.06 FT, THENCE S12°54'02"E 52°56'00"W 50.66 FT, THENCE S18°29'29"W 97.09 FT, THENCE S03°52'14"W 50.06 FT, THENCE S09°15'07"E 61.43 FT, THENCE S05°47'48"E 51.39 FT, THENCE S00°00'00"E 49.93 FT TO THE POINT-OF-ENDING (P.O.E.) SAID POINT IS N85°22'24"E 1918.35 FT FROM SAID SOUTHWEST CORNER OF SAID SECTION 9.

**ROAD DESCRIPTION**  
 A 200 FT WIDE ROAD, BEING 10.00 FT ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:  
 BEGINNING AT A POINT ON THE WEST SECTION LINE OF SECTION 9, TOWNSHIP 28 SOUTH, RANGE 10 WEST, SALT LAKE MERIDIAN, SAID POINT IS N00°23'14"E 67.79 FT ALONG SAID WEST SECTION LINE FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9, THENCE N07°30'30"E 100.81 FT, THENCE N24°00'18"E 10.65 FT, THENCE N69°40'58"E 101.67 FT, THENCE N69°40'58"E 35.40 FT, THENCE N67°31'46"E 101.33 FT, THENCE N67°31'46"E 35.44 FT, THENCE N67°31'46"E 253.99 FT, THENCE N68°23'49"E 51.13 FT, THENCE N07°30'30"E 152.47 FT, THENCE N21°33'11"E 100.96 FT, THENCE N23°33'11"E 100.96 FT TO THE CORNER OF SAID SECTION 9.

LINE TABLE			LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	76.54'	N81°35'34"E	L12	61.45'	N73°56'26"E	L23	50.84'	S13°41'02"E
L2	100.31'	N08°57'30"E	L13	63.49'	S08°31'25"E	L24	50.48'	S01°42'11"W
L3	50.66'	N24°00'18"E	L14	50.03'	S12°29'24"E	L25	50.05'	S20°50'14"W
L4	101.67'	N69°40'58"E	L15	50.57'	S09°15'02"W	L26	50.65'	S21°56'08"W
L5	355.40'	N68°24'12"E	L16	51.41'	S18°22'00"W	L27	50.46'	S17°44'52"W
L6	152.82'	N07°32'57"E	L17	56.15'	S04°09'07"W	L28	49.93'	S00°00'00"E
L7	354.44'	N67°31'46"E	L18	63.00'	S27°12'18"W	L29	50.43'	S00°15'47"E
L8	253.99'	N67°31'46"E	L19	97.09'	S10°28'29"W	L30	51.39'	S08°47'45"E
L9	51.13'	N68°23'49"E	L20	50.53'	S03°52'14"W	L31	19.36'	S00°00'01"E
L10	152.47'	N21°33'11"E	L21	50.08'	S13°57'35"W	L32	67.79'	N00°23'14"E
L11	100.96'	N21°33'11"E	L22	50.36'	S18°16'54"W			



**CS**

DATE: 08/18/2010  
 TIME: 10:00 AM  
 USER: JAY W. BROWN  
 PROJECT: MILFORD #2 SOLAR SITE  
 SHEET: 9 OF 9

**ACCESS EASEMENT SKETCH**

**SUN EDISON SOLAR SITES**

**MILFORD #2**  
 SEC. 9, T. 28 S., R. 10 W., S.L.M.  
 BEAVER COUNTY, UTAH

**WATSON ENGINEERING COMPANY, INC.**  
 472 NORTH 2169 WEST, SUITE #7  
 CEDAR CITY, UTAH 84721  
 TEL. (435) 588-3004 FAX (435) 588-7480  
 www.wecinc.com

**WATSON**  
 ENGINEERING COMPANY, INC.  
 1010 W. 3000 N. P.O. BOX 10000